

EXHIBIT H

NOTICE OF FORBEARANCE EXPIRATION
DATED JUNE 30, 2020



Chicago
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Washington, DC
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vedderprice.com

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June 30, 2020

VIA E-MAIL

Mr. James Calver
Examination Management Services, Inc.
3050 Regent Boulevard, Suite 400
Irving, TX 75063
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General Counsel
Examination Management Services, Inc.
3050 Regent Boulevard, Suite 400
Irving, TX 75063
bvidrik@emsinet.com

Re: Notice of Forbearance Period Termination

Ladies and Gentlemen:

We are writing this letter on behalf of our client, MidCap Funding IV Trust ("MidCap"). Reference is made to (i) Credit and Security Agreement, dated as of April 26, 2019, by and among MidCap, as agent (in such capacity, "Agent"), Examination Management Services, Inc., EMSI Holding Company, EMSI Acquisition, Inc. (collectively, the "Borrowers") and the lenders from time to time party thereto (collectively, the "Lenders") (as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated, replaced or otherwise modified, the "Credit Agreement"), (ii) that certain Forbearance Agreement and Third Amendment to Credit and Security Agreement, dated as of February 26, 2020, by and among Borrowers, Beecken Petty O'Keefe Fund IV, L.P. and Beecken Petty O'Keefe Fund IV-A, L.P. (collectively, the "Guarantors") and MidCap, as Agent and Lender (as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated, replaced or otherwise modified, the "Forbearance Agreement") and (iii) that certain Amended and Restated Guaranty of Collection, made as of February 26, 2020 by Guarantors to and for the benefit of Agent for Lenders (the "Guaranty"). Capitalized terms used herein have the same meanings as ascribed to such terms in the Forbearance Agreement.

Please be advised that the Forbearance Period ends today, June 30, 2020. As such, Agent and Lenders may exercise all rights and remedies under the Credit Agreement, the other Financing Documents and applicable law, including, but not limited to, (i) ceasing to make any further Loans, including, without limitation, any Overadvances and (ii) accelerating all of the Obligations under the Credit Agreement and the other Financing Documents, in all events, without any further notice to any Credit Party, passage of time or forbearance of any kind.

Upon expiration of the Forbearance Period, all fees described in Sections 5.6 (Forbearance and Amendment Fee of \$200,000), 5.7 (Deferred Revolving Loan Origination Fee of \$400,000) and 5.8 (Overadvance Amendment Fee of \$50,000) of the Forbearance Agreement are immediately due and payable. Additionally, upon expiration of the Forbearance Period, the Temporary Overadvance automatically reduces to \$0 as of

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the close of business on June 30, 2020. As a result, pursuant to Section 2.1(b)(ii)(B) of the Credit Agreement, all Revolving Loan Outstandings as of the opening of business on July 1, 2020 that exceed the Revolving Loan Limit shall be repaid by the Borrowers on July 2, 2020.

Agent and Lenders hereby reserve any and all rights, remedies and recourse against the Credit Parties under the Financing Documents (including, without limitation, the Guaranty) and applicable law with respect to the Existing Defaults or any other Event of Default, whether occurring on, prior to or after the date hereof, and whether or not known to the Agent or any Lender, as well as any and all damages and legal fees and costs incurred by Agent and Lenders in connection with all Events of Default and the exercise of Agent's and Lenders' rights and remedies in connection therewith. Failure to act by Agent or any Lender with respect to any Event of Default should not be construed by the Borrowers as precluding Agent or any Lender from, at any time, enforcing any of the rights that it may have with respect to the Existing Defaults or any other Event of Default, or any other rights that it may have from time to time. Nothing contained in this letter shall be deemed a waiver of any rights, recourse or remedies available to Agent and Lenders all of which are hereby expressly reserved.

Nothing in this letter or in any ongoing discussions or negotiations between Agent, on the one hand, and the Credit Parties on the other hand, nor any delay on the part of Agent in declaring any further Defaults or Events of Default and/or exercising its rights and remedies under the Financing Documents, and/or applicable law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, (ii) constitute a consent to or waiver of any past, present or future Default or Event of Default or other violation of any provisions of the Financing Documents, (iii) amend, modify or operate as a waiver of any provision of the Financing Documents or any right, power, privilege or remedy of Agent or any Lender thereunder or under applicable law or constitute an agreement to forbear or to restructure the obligations in any respect, or (iv) constitute a course of dealing or other basis for altering any rights, remedies or obligations of Agent and Lenders under the Financing Documents.

Any delay or forbearance by Agent and Lenders in the enforcement or pursuit of any of its respective rights and remedies under the Financing Documents, or under applicable law shall not constitute a waiver thereof, nor shall it be a bar to the exercise of Agent's or any Lender's rights or remedies at a later date

Please immediately reach out to Aaron Arnold, of MidCap, at (240) 383-1593, to discuss this matter further and arrange for the immediate payment of the amounts becoming due as a result of the expiration of the Forbearance Period.

Yours very truly,



Kathryn L. Stevens

cc: Louis Hernandez, P.C. (via e-mail)